

STATE OF SOUTH CAROLINA, }  
County of \_\_\_\_\_

THIS (DEED OF TRUST) MORTGAGE Made this First day of July, in the year 1928, by and between R. G. Owens of the County of Greenville State of South Carolina, hereinafter designated as First Parties; and The S. C. Natl. Bank of Charleston and Union Trust Company of Greenville, S. C., hereinafter designated as Second Parties, (said Union Trust Company of Greenville, S. C., one of the Second Parties is hereinafter designated and referred to as Local Trustee and Union Trust Company of Maryland, a Corporation duly incorporated under the laws of the State of Maryland and having its principal place of business in the City of Baltimore, in the State of Maryland, as Trustees, and hereinafter designated as Second Parties, (said Union Trust Company of Greenville, S. C., one of the Second Parties is hereinafter designated and referred to as Foreign Trustee).

WHEREAS the First Parties have received a certain loan of money evidenced by the notes herein described and have agreed to secure the said notes by this Mortgage and Trust.

NOW THEREFORE THIS (DEED OF TRUST) MORTGAGE WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) paid to the First Parties by the Second Parties, the receipt whereof is hereby acknowledged by the said First Parties and in consideration of the acceptance of the Second Parties of the trusts hereinafter set forth, which acceptance of the Second Parties is evidenced by their authentication of the said notes, the First Parties hereby grant and convey unto the Second Parties, their survivor and successor or successors, certain real estate situated in the County of Greenville, State of South Carolina, and described as follows, that is to say;

All that certain piece, parcel or lot of land, situate lying and being in the State and County, aforesaid, near the corporate limits of the City of Greenville, being known and designated as lot No. 3 Block A, of lands belonging to Utopian Developing Company as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "G" at Page 136-136, and having, according to a survey made June, 1928, by Dalton, Neves, Engineers, the following metes and bounds, to-wit:  
Beginning at a point on the West side of Arcadia Drive, which point is 415.2 feet South of the intersection of the West side of Arcadia Drive with the South side of the National Highway, and running thence with the West side of said Arcadia Drive S 25-08 E. 80 feet to a point thence S. 69-49 1/2 E. 179 feet to a point; thence N. 4-50 1/2 E. 80 feet to a point; thence N. 69-37 E. 161.2 feet to a point on the West side of Arcadia Drive, the point of beginning.

Witnessed and Certified of  
Record 12 day of Aug 1931  
J. A. Gresham  
R. M. C. for Greenville County S. C.  
at 4:00 P. M.

#9914  
For satisfaction to this mortg.  
Book 72, Page 2

TOGETHER with the buildings and improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any way appertaining.  
TO HAVE AND TO HOLD the same, together with all and singular the improvements, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining, forever.

And the said First Parties covenant with the said Second Parties that the said First Parties are indefeasibly seized in fee simple of said premises and have full power and lawful right to convey the same as aforesaid, and that the same is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, tax titles, or tax certificates, liens, assessments and encumbrances of what nature and kind soever; and the said First Parties do fully warrant the title to the said premises and will defend the same against the lawful claims of all persons whomsoever, BUT IN TRUST AND CONFIDENCE NEVERTHELESS for the following uses and purposes, to-wit:

(a) To secure to the holder or holders thereof, equally and ratably and without preference or priority the one over the other, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, the payment of a certain promissory negotiable note of the First Parties of even date herewith in the amount of Sixty-Five Hundred

Dollars (\$ 6,500.00), payable to the bearer thereof, the principal and interest thereof being payable in